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Environmental
Cleanup Office

July 25, 2009

Via Certified Mail - Return Receipt - #7008 1830 0004 6541 1398

United States Environmental Protection Agency, Region 10

Attn: ECL-111

Ms. Claire Hong or Ms. Sheila Eckman

1200 Sixth Avenue

Seattle, WA 98101

Dear Ms. Hong and Ms. Eckman:

I am writing in response to your request for information concerning parcels 0423049186, 0423049187, 0423049189, 0423049190 and 0423049057.

My responses address only two parcels, 0423049189 and 0423049057 ("the Two Parcels") because I have no current or prior involvement with the other three parcels. My involvement with the Two Parcels is also limited. The Two Parcels belong to various people and trusts. Although I do not own an individual interest in either parcel, I am a trustee or co-trustee of trusts that do have an interest in them so I can respond to EPA's information requests.

At least two of the other parcels about which you asked, 0423049186 and 0423049190, belong to the Giuseppe Desimone Trust and the Assunta Desimone Trust. I am neither an owner nor a trustee of the trusts that control these parcels. BNY Mellon is the corporate trustee for these two trusts. It is my understanding that Ms. Liz Stultz of BNY Mellon is getting the information on those two parcels for you. The last parcel, 0423049187 may belong to the Giuseppe and Assunta Desimone Trusts or may belong to the Port of Seattle or someone else. In any case, it doesn't belong to me or to any trust for which I'm a trustee.

Provided below are answers to each of the specific questions in EPA's request. However, I thought it would be helpful if I provided some background about the Two Parcels and an overview of key documents.

My first involvement with these two properties was in December 1993 when I was one of five beneficiaries of a Quit Claim Deed from (b) (6) for a 1/500th ownership interest in these parcels. That is, five of us shared 1%. (b) (6) who controlled 99% of the ownership interests, handled the properties at that time.

(b) (6), (b) (6) I became co-trustees of a trust with an interest in the Two Parcels as well as getting an increased individual interest in them. At that time the Two Parcels were already leased to the Sabey Corporation. Those leases continue in effect today. There is a separate lease for each of the Two Parcels.



Attached as Exhibits 1 through 16 are the documents I located that are responsive to EPA's information request. The following narrative will also serve as an index to these Exhibits.

Exhibit 1 is a color map showing the parcels as well as some adjoining parcels. The Two Parcels are the ones shown in green. They each have an asterisk that denotes that they are "*Katherine Desimone Properties". One of the parcels is south of the City of Seattle Transmission Lines. Other than being paved and lighted, it is unimproved. The other parcel, north of the City of Seattle Transmission lines has part of a building on it. The rest of the building sits on the adjoining property to the north, which is owned by the Giuseppe and Assunta Trusts.

Exhibit 2 is the warranty deed for the purchase of these properties by (b) (6), Richard Desimone Sr., in December 1945. His father, Giuseppe Desimone, purchased the properties to the north, shown in red and pink in Exhibit 1. I believe Giuseppe's purchase of the property to the north occurred around the same time. As you can see from the deed, my father paid \$20,000 for his portion. I do not know how much Giuseppe paid and I do not have a copy of his deed. The land was purchased from (b) (6). (b) (6) owned it and she decided to sell it after (b) (6). I presume to settle the estate. At the time, the (b) (6) leased it to (b) (6). They had a vegetable farm on the land. I do not know if my parents continued to lease the land to the (b) (6) after the initial lease termination. I do know that the land sat idle for a number of years prior to being leased to Kenworth Trucking.

Exhibit 3 is an unsigned copy of a lease agreement between the Giuseppe and Assunta Trusts and (b) (6) as lessor and Kenworth Trucks (PACCAR) as lessee. I do not have a signed copy. It was originally dated April 1977 but was modified to start July 1977. Kenworth built a test track on the property for their trucks. They needed the track to comply with federally mandated noise-level testing requirements. I believe that Kenworth had to test each truck they manufactured. The test track extended north onto the property owned by the Giuseppe and Assunta Trusts shown in red on Exhibit 1.

Exhibit 4 is a ground lease between the Giuseppe and Assunta Trusts and my mother as lessor and the Sabey Corporation as lessee. **THIS CONTAINS CONFIDENTIAL BUSINESS INFORMATION.** It started in 1987. This lease deals with different ownership interests. First, please note that it does not cover any of the property south of the transmission lines, only property north of the transmission lines. The property south of the transmission lines is subject to its own lease agreement explained in Exhibit 6 below. Second, this lease talks about two separate parcels, "Parcel 1" and "Parcel 2". These are not the same as the Two Parcels. Parcel 1 is the southernmost parcel north of the transmission lines. It is comprised of the green parcel north of the transmission line that belonged to my parents shown in Exhibit 1 along with some part of, but not all of, the red parcel belonging to the Giuseppe and Assunta Trusts also shown on Exhibit 1. Parcel 2 mentioned in the lease belongs only to the Giuseppe and Assunta Trusts. It is the

part shown in red on Exhibit 1 that isn't a part of Parcel 1. I do not know where the delineation line is for the two parts that belong to the Giuseppe and Assunta Trusts.

There is also another document that existed at one time that I do not have in my records. It is an agreement between the Giuseppe and Assunta Trusts and my mother as lessor and Atlas Building Materials or Atlas Wrecking as either lessee or a sub-lessee of Kenworth. I am not sure that "Atlas Wrecking" is the exact lessee's name. Atlas stored building material on the property that was from buildings they demolished; bricks, boards, etc.

I also don't remember whether they were before, after, or at the same time as Kenworth on the properties. As mentioned above, they may have been Kenworth's sub-lessee. When the Sabey Corporation leased the property from us they removed all of Atlas's materials and had it hauled away. BNY Mellon's records may have more information about Atlas.

Exhibit 5 is an Application for a Shoreline Substantial Development Permit. This was for the properties owned by the Giuseppe and Assunta Trusts and by my mother. It was issued to Berkley Engineering and Construction. This company was/is a part of the Sabey Corporate family.

Sabey's initial tenant was Boeing. The initial lease term between Sabey and Boeing was approximately seven years. I do not have a copy of the Sabey/Boeing lease as it was long before my involvement. The facility was a high-security building. I remember going on a tour of the building immediately after it was constructed but before Boeing occupied it. The next time I saw the inside of it was after Boeing moved out. I do remember seeing a couple of things in the building on a tour I was on after Boeing moved out. One was a recirculation water-jet cutter and the other looked like an airplane wing with a cannon hole shot through it.

Exhibit 6 is the Ground Lease between my mother as lessor and Sabey Corporation as lessee for the property shown in Exhibit 1 in green that is south of the transmission lines. **THIS CONTAINS CONFIDENTIAL BUSINESS INFORMATION.** This lease was done in 1989, two years after the initial lease with Sabey shown in Exhibit 4. The Giuseppe and Assunta Trusts have no involvement with this property or this lease. My recollection is that the property sat vacant until the United States Postal Service ("USPS") became Sabey's sub-lessee in 1995.

The original term of this lease expired May 2007. The Sabey Corporation did not give notice of termination so the lease auto-extended. It now goes to June 2017 after which the Sabey Corporation can terminate this lease with one year's notice.

Exhibit 7 is a Quit Claim Deed from (b) (6)

In 1993, (b) (6) gifted 1% of her interest in these properties to (b) (6) me, and to trusts for (b) (6). It wasn't 1% each, it was 1% shared by the five of us.

Exhibit 8 is a Deed In Distribution. It's dated October 1995. (b) (6) July 4, 1995. This deed was to settle part of her estate. It was upon her (b) (6) (b) (6) I became involved with these properties. The two of us became both co-owners and co-trustees. At this time, Sabey was already our lessee under a long-term lease that had been executed many years before. Sabey's subleasee, Boeing, had already moved out, and Sabey was negotiating a sub-lease with USPS.

Exhibits 9 and 10 relate to the sublease of the properties to the USPS. Exhibit 9 is dated October 1995 and Exhibit 10 was signed the next month, November 1995. These two documents involve both the "green" properties and the "red" properties shown on Exhibit 1, that is, they involve both the properties of which I am a trustee and the Giuseppe and Assunta Trust properties. Exhibit 9 deals with utilities and the reconstruction of the south bridge over the river. Exhibit 10 deals with our consent for Sabey to sublet to the USPS.

Exhibit 11 is another Quit Claim Deed. I gave a total of 2% to (b) (6) at the time, (b) (6) That is, I gave ½ of 1% to each of four people for the total of 2%.

Exhibit 12 modifies the leases to accommodate a short-platting of the properties. Sabey wanted our cooperation to do this so that the building and land that the USPS was subletting from Sabey would be separate from the other parts of the property that Sabey was leasing. Again this involved both our properties and those owned by the Giuseppe and Assunta Trusts.

Exhibit 13 is a utility sharing agreement so that all parties can use the utilities.

Exhibit 14 is an Irrevocable Trust established by me in 2000. I put my individual interest in the "green properties" into this trust. (b) (6) is the trustee and beneficiary. The result of this trust is that I no longer have an individual interest in these properties. I am still co-trustee of the trust established by (b) (6) will. I am also trustee of (b) (6) trusts each of which has a 2% interest.

Exhibit 15 is a soils report on the properties. It was done to determine the type and composition of the soils.

Exhibit 16 are the tax returns for the trust for the years 2003 through 2007 inclusive. **THESE CONTAIN CONFIDENTIAL BUSINESS AND PERSONAL INFORMATION.**

The Two Parcels are still leased to the Sabey Corporation under two different leases and Sabey, in turn, subleases to the USPS. The USPS uses the building that sits partly on the northern green parcel to house mail sorting equipment. I've never been inside since they occupied the building. The southern green parcel is used to park trailers that are used to transport mail.

Below are the specific answers to the information request form you sent me. The numbers of the answers correspond to the questions you sent.

1.a. Richard Desimone Jr.
(b) (6)
Browns Point, WA 98422

1.b.i. Richard Desimone Jr.

1.b.ii. Individual

1.b.iii. I do not have a business address, my home address is:

(b) (6)
Browns Point, WA 98422

1.b.iv. I do not have a business phone number, my home phone number is:

Phone (b) (6)
There is no fax number.

1.c. Not Applicable

1.d. 1993 to present. My parents purchased the property in 1945 as an operating vegetable farm. (b) (6). In 1993 (b) (6) gave five of her heirs, including me, a one-fifth of one percent interest in the properties. That is, the five of us shared 1%. (b) (6) resulting in (b) (6) and I assuming interests both as owners and as trustees. At that time the properties were already subject to a lease to the Sabey Corporation. I have given away all of my individual interest in the properties to (b) (6) either through trusts or direct gifts. I no longer have any individual ownership in any of these properties but I am a trustee of some, but not all, of the trusts that own these properties. Of the eight owners of these properties, I am a trustee or co-trustee of three of the ownerships. Those three trusts are: (1) The Katherine Desimone Generation Skipping Trust, (2) The John A. Desimone Trust, and (3) The Ann M. Desimone Trust. The first trust was established in (b) (6) will. As mentioned above, (b) (6), (b) (6) and I are co-trustees and there are five beneficiaries. My mother established the second trust for the benefit of (b) (6), (b) (6). She gave a small portion of her interest in the properties to his trust (the 1/5th of 1% mentioned above). I also have gifted a portion of my interest in the properties to this trust. (b) (6) and this trust will continue for him for his lifetime. I intend to resign my trusteeship of (b) (6) trust when (b) (6) trust dissolves in about two years. My (b) (6) will then become co-trustees of (b) (6) trust.

The third trust was established by (b) (6) for the benefit of (b) (6). As with (b) (6) trust, (b) (6) gave this trust a 1/5th of 1% interest and I also gifted a portion of my interest in the properties to this trust. As mentioned above, in about two years (b) (6) trust will dissolve and she will own her interest individually.

1.e. I've never conducted business at the properties; it has always been vacant or leased to others.

1.f. Not applicable, see 1.e.

1.g. Not applicable, see 1.e.

1.h. Not applicable. I have (b) (6). I'm not a corporation, I'm not a subsidiary of a corporation and I'm not a parent company. I am an individual who is a trustee or co-trustee of some of the trusts that have ownership interests in these properties.

2.a. Enclosed please find copies of the documents I have relating to these properties. They are described above as **Exhibits 1 through 16** above. They include the deed for the purchase of the property and the leases with various companies over the last 64 years. I do not have "as-built" drawings nor do I have photographs.

2.a.i. I have no information about spills, leaks, etc. To the best of my knowledge, none have occurred.

2.a.ii. I have no information about violations, citations, etc. To the best of my knowledge, none have occurred.

2.a.iii. I have no information about contaminated soils sediments, etc. at the site. To the best of my knowledge, there have been none.

2.a.iv. I have no information about investigations, inspections, sampling, etc. I don't have any reports.

Regarding the items in 2.a (i., ii., iii., & iv), our leases require that we be informed if such an event occurs. We have received no such notification.

2.b. When my parents purchased the site in 1945, it was a working vegetable farm. There are no seawalls, wharves, docks, etc. There was no fill added for the construction of the buildings

2.c. There has been no dredging at the site and there are no plans to do any dredging.

2.d. While under my ownership, the parcel south of the transmission lines has either been vacant or used as a parking area for trailers used to carry mail. The parcel north of the transmission lines has had a building on it that was sublet to Boeing before I had control of the parcel. While I had control it was vacant for a short period before being occupied by the US Postal Service. It is used as their main sorting facility. I have never used the property myself, it has been leased to others (Sabey). I do not have any process diagrams or flow charts of industrial activities.

2.e. I have no documents pertaining to the sale, transfer, delivery, disposal, etc. of any hazardous materials, etc. on the site. I don't believe that there have been any of these materials on the site.

2.f. I have no information on the electrical equipment used at the site.

- 2.g. I have no information on any oils or fluids used at the site.
- 2.h. I do not have any drainage descriptions, plans, maps, etc. The toilets in the building are connected to a sanitary sewer system.
- 2.i. I do not have any storm-water or drainage studies or data from the site. I also do not have any StormWater Pollution Prevention or Spill Plans.
- 3.a. Per your request for information regarding my business relationship or operations regarding these parcels with the entities below, the following is offered:

i. Mellon Trust of Washington – Trust for Giuseppe & Assunta Desimone: BNY Mellon is the corporate trustee for the Giuseppe Desimone and Assunta Desimone Trusts. These two trusts are the co-owners of the property directly north of the property we own north of the transmission lines. So they are the adjoining property owners. They are my neighbors.

They also are co-lessors with the trusts and individuals for the property north of the transmission lines but not for the property south of the transmission lines. Our mutual tenant is the Sabey Corporation and they, in turn, sublet to the USPS. This is shown in the map listed as Exhibit 1. It is also described in the lease agreement with the Sabey Corporation shown as Exhibit 4 as well as the modifications and amendments to that lease.

ii. Port of Seattle – I have no current or former business relationship with this entity.

iii. Richard Desimone & Co. – I am one of the general partners of Richard Desimone & Co.

This partnership owns three parcels. One is on Idaho St. in Seattle near the Washington State Liquor Control Board Warehouse, one is in White Center and the third is in Bellevue. That partnership has no interest in any of the parcels you have asked about in this Information Request. You have previously requested information about the property at Idaho St. I responded to that request.

iv. The Boeing Company – As stated above, our tenant for these two parcels is the Sabey Corporation. Prior to subletting to the USPS, Sabey subleased the building on our north parcel to Boeing. We have had no direct relationship with Boeing for the leases on these properties. I believe that this sublease between Sabey and Boeing ran from about 1987 to 1994.

v. The United States Postal Service – After Boeing terminated its subtenant relationship with Sabey, Sabey sublet to the USPS. This sublease was effective around 1995 and continues to this day. As with the Boeing subleasing relationship with Sabey, we do not have a direct relationship with the USPS. They are a sublessee of our lessee, The Sabey Corporation.

We do not own the building that sits on the northern green parcel and we do not get any rent from the building. We lease the ground to the Sabey Corporation. They built the building and leased it, first to Boeing, and then to the USPS. The southern green parcel is the same. We lease the ground to Sabey. They paved it and leased to the USPS.

3.b.

(A) The Sabey Corporation

Leased our northern parcel commencing in 1987 and continues to lease it today.

As explained above, The Sabey Corporation originally built a building that is partly on our northern parcel and sublet it to Boeing. Around 1994 the lease with Boeing ended. Sabey then sublet the building to the USPS starting in 1995.

Leased our southern parcel commencing in 1989.

The property sat vacant until about 1995. At that time The Sabey Corporation paved the property and sublet it to the USPS.

The Sabey Corporation continues to sublet both of these parcels to the USPS.

Contact Information:

The Sabey Corporation
12201 Tukwila International Blvd.
Seattle, WA 98168

Phone: (206) 281-8700
Internet: www.Sabey.com

I do not have contact information for the USPS

(B) Kenworth Division of PACCAR

Leased our northern parcel from July 1977 to around 1987 when The Sabey Corporation leased the property.

As explained above, Kenworth used it to test the noise levels of the trucks they manufactured. It is my understanding that they were required to test each and every truck they made. I don't believe that they leased the parcel south of the transmission lines but I'm not sure.

Contact Information:

Kenworth Truck Company
10630 NE 38th Place
Kirkland, WA 98033

Mailing Address:
Kenworth Truck Company
PO Box 1000
Kirkland, WA 98083-1000

Phone: (425) 828-5000
Internet: Kenworth.com

- (C) Atlas Building Materials or Atlas Wrecking.
Leased our northern parcel. I don't know when the lease started but it must have ended by the time The Sabey Corporation leased the property. It may have ended even earlier when Kenworth leased the property. They may have been a sublessee of Kenworth. This was long before any involvement on my part and I do not know. I do not believe that they leased the southern parcel.

Contact Information: I could find no contact information for this company.

3.c. I don't know of anyone that would have any information about hazardous materials at the site as I don't know of any hazardous materials that have ever been at the site. I have no employee(s), employer(s) or agent(s).

4.a. Per your request to provide copies of all federal income tax documents, including all supporting schedules, for 2003, 2004, 2005, 2006 and 2007, I've enclosed the returns for the trust. These are labeled Exhibit 16. **THESE CONTAIN CONFIDENTIAL BUSINESS AND PERSONAL INFORMATION**. Except for my children's total 4% interest, the remainder is owned by entities of which I'm not a trustee or beneficiary.. Therefore, I do not have access to their tax returns. The total income can be derived from the fact that the returns I've enclosed constitute 49.5% of the ownership interest.

4.b. Neither I, nor the trusts that own the Two Parcels, have any income producing assets that have not been identified as appropriate in the applicable federal tax return.

4.c.i, ii. iii. iv., v., & vi. I am not a subsidiary of another corporation or entity. The family trusts that have an interest in these parcels have either the mother or father of the beneficiary as a trustee or, in adult cases, the trustee/owner and beneficiary are the same person(s). There are no corporations involved, just me and my family members ((b) (6)). None of us has any control over the daily operations at the site. In fact, except for two short (about ½ hour each) building tours I've taken, I haven't been in the building. The building was empty when I saw it and a representative of the lessee or sublessee escorted me each time. I don't believe that any of the other parties with an interest in this property ever have been in the building.

We don't have any affiliated entities and we don't have any insurance.

5.a. None of us have any property, casualty and/or liability insurance on these parcels. We have no insurance contracts that reference the site. We have no business operations insurance, comprehensive, general liability, environmental impairment liability, pollution legal liability, cleanup cost cap or stop loss policies. We have no primary, excess or umbrella policies on the site. We have no insurance at all on these parcels.

5.b. Not applicable.

5.c. Not applicable.

5.d. Not applicable.

5.e. Not applicable.

5.f. Not applicable.

5.g. Neither I nor the trusts have formal records retention policies.'

6.a.i. Stephen T. Parkinson, attorney.

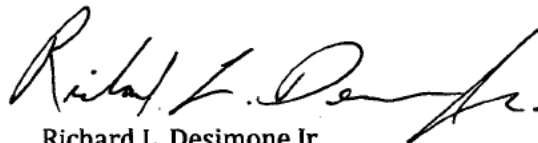
6.a.ii. The documents I reviewed are kept in a file cabinet in my home.

If you have any further questions you may reach me either at my home phone (b) (6) (b) (6) or on my cell phone (b) (6)

DECLARATION

I declare under penalty of perjury that I am authorized to respond on behalf of Respondent and that the foregoing is complete, true, and correct.

Executed on July 25, 2009.



Richard L. Desimone Jr.
Trustee/Co-trustee

Mailing Address:

(b) (6)

Browns Point, WA 98422